

# EXHIBIT A

S U M M A R Y   P L A N   D E S C R I P T I O N   O F

CENTRAL PLAINS CLINIC  
MONEY PURCHASE PENSION PLAN

(Revised as of 12/30/98)

A B L E O F C O N T E N T S

<u>Topic</u>	<u>Page No.</u>
I      INTRODUCTION.....	1
II     GENERAL PLAN INFORMATION.....	1
A. What is the name of the Plan? .....	1
B. Who is the participating employer in this Plan? .....	1
C. What is the Plan's fiscal year for accounting purposes? .....	1
D. Who administers the Plan? .....	1
E. What are the duties of the Administrator? .....	2
F. Who is the Trustee of the Plan? .....	2
G. What are the duties of the Trustee? .....	2
H. Who are the designated agents for legal process? .....	2
III    PARTICIPATION AND ELIGIBILITY.....	2
A. What does "Participant" mean? .....	2
B. Are all employees eligible to participate in the Plan? .....	2
C. When do I become a participant? .....	3
D. What are the eligibility requirements? .....	3
IV    CONTRIBUTIONS .....	3
A. Who makes contributions to the Plan? .....	3
B. What constitutes Annual Compensation for the Plan? .....	3
C. Who are eligible to share in the allocation of employer contribution? .....	3
D. How are employer contributions allocated? .....	3
E. Are rollover contributions permitted? .....	4
F. Are transfer contributions from other tax qualified plans permitted? .....	4
V    INVESTMENTS .....	5
A. How will the Trustees invest my money? .....	5
B. How do I share in income from the Plan's investment in my Employer Contribution Account? .....	5
VI    VESTING AND FORFEITURES .....	6
A. What does "Vesting" mean? .....	6
B. What is the vesting schedule for Employer Contributions? .....	6

## B L E O F C O N T E N T S

<u>Topic</u>	<u>Page No.</u>
C. What happens to non-vested accounts? .....	6
D. What is a "One Year Break In Service"? .....	7
E. How does the Profit Sharing Plan treat forfeitures? .....	7
 VII BENEFITS AND PAYMENTS .....	 7
A. When is the "Normal Retirement Date"? .....	7
B. When do my benefit payments begin? .....	7
C. When am I eligible for early retirement benefits? .....	7
D. If my employment is terminated before I retire, when will I receive my benefits? .....	7
E. When are death benefits paid? .....	8
F. When are disability benefits paid? .....	8
G. What options do I have for receiving benefits .....	8
H. Must I present a claim for benefits? .....	8
I. Are plan loans permitted to participants? .....	8
J. Can I make a withdrawal in case of financial hardship? .....	8
K. May I withdraw funds from my account while working? .....	9
L. Are my benefits covered by government insurance? .....	9
 VIII PLAN'S TOP HEAVY RULES .....	 10
A. When is the Plan considered "top heavy"? .....	10
B. What are the Plan's "top heavy" rules? .....	11
 IX RIGHTS OF PARTICIPANTS .....	 11
A. What are my rights as a Plan participant? .....	11
B. What is a Domestic Relations Order? .....	13
 X AMENDMENTS AND TERMINATION OF THE PLAN .....	 13
XI IDENTIFYING DATA .....	13

CENTRAL PLAINS CLINIC PROFIT SHARING PLAN

**INTRODUCTION**

Your employer believes in you and recognizes your importance in fostering company growth. To make your job more attractive, the company offers a Profit Sharing program.

This booklet has been prepared to give you an idea about the plan provisions and how they may benefit you. You should read all parts of this summary carefully. If you have any questions or require additional information, we are always happy to meet with you.

This booklet summarizes the main provisions of the Plan. It is not the official Plan and Trust Document. A copy of the actual document can be made available for your inspection during normal operating hours. The actual Plan document should take precedence if there should be any conflict between its provisions and the information in this booklet.

**GENERAL PLAN INFORMATION**

**Q. What is the name of the Plan?**

The Plan's name is the CENTRAL PLAINS CLINIC PROFIT SHARING PLAN.

This Plan is an amendment and restatement of CENTRAL PLAINS CLINIC PROFIT SHARING PLAN which was originally effective on January 1, 1973. The restatement effective date is December 1, 1996. The Plan number is 001.

**Q. Who is the participating Employer in this Plan?**

CENTRAL PLAINS CLINIC, LTD.

**Q. What is the Plan's fiscal year for accounting purposes?**

The Plan Year is a twelve-month period, ending December 31. The concept of a Plan Year is important for various reasons. For example, it is the period in which records are kept for allocating contributions, counting hours and crediting service for vesting.

Q. Who administers the Plan?

The Plan Administrator is:

CENTRAL PLAINS CLINIC, LTD.  
46-0316498  
1100 EAST 21ST STREET  
SIOUX FALLS, SD  
(605) 335-2727

Q. What are the duties of the Administrator?

The Administrator keeps employee records, prepares reports, and handles many other matters concerning the Plan.

Q. Who is the Trustee of the Plan?

CENTRAL PLAINS CLINIC, LTD.

Q. What are the duties of the Trustee?

The Trustee is appointed by the Employer to hold, invest and administer the retirement fund in accordance with the trust agreement.

Q. Who are the designated agents for legal process?

If it becomes necessary to serve the Plan with any legal papers, they may be served upon the above-mentioned Plan Administrator.

#### PARTICIPATION AND ELIGIBILITY

-----

Q. What does "Participant" mean?

A participant is a member of the Plan and is entitled to share in Employer Contributions.

Q. Are all employees eligible to participate in this Plan?

Yes, all employees who satisfy the eligibility requirements are eligible to participate in the Plan.

**Q. When do I become a participant?**

You become a participant on the first day of the Plan Year coincident with or preceding the date on which you satisfy the eligibility requirements.

**Q. What are the eligibility requirements?**

You must have reached 21 years of age for you to participate. You must also have completed 1 year of service.

**CONTRIBUTIONS**

-----

**Q. Who makes contributions to the Plan?**

Your Employer will contribute to this Plan a discretionary amount to be determined each year.

**Q. What constitutes Annual Compensation for the Plan?**

Annual Compensation for the Plan will generally consist of amounts paid to you as salary or wages during the Plan Year. Annual Compensation does not include fringe benefits you may receive, such as health insurance. Nor will it include Employer Contributions to this Plan. For Plan purposes, Maximum Compensation shall be the maximum allowed under Code Section 401(a)(17).

**Q. Who are eligible to share in the allocation of employer contribution?**

The following participants are eligible to share in the allocation of employer contribution:

- All participants who completed 1000 hours of service and who were employed on the last day of the Plan Year.

If the Plan should fail the IRC Section 401(a)(26) or 410(b) coverage requirement, then participants who completed 501 hours of service will be eligible. This will apply only for the Plan Year in which it fails.

CENTRAL PLAINS CLINIC PROFIT SHARING PLAN

- All participants who
  - have died during the Plan year
  - have retired after reaching their Normal Retirement Date.
  - became disabled during the Plan Year regardless of the number of hours worked.

**Q. How are employer contributions allocated?**

Non-matching employer contribution will be allocated to eligible participants as follows:

Step 1: Contribution will be allocated to each participant's account based on this ratio:

Participant's compensation in excess of the  
integration level

-----  
Sum of the compensation in excess of the  
integration level of all participants

Step 2: Any remaining portion in Step 1 will be allocated using this ratio:

-----  
Participant's compensation  
-----  
Sum of the compensation of all participants

In years in which the Plan is top heavy, a minimum contribution will be allocated to the accounts of participants.

The integration level may be equal or less than the Taxable Wage Base, which is the maximum amount of earnings which may be considered wages for a year under Section 3121(a)(1) of the Code in effect as of the beginning of the Plan Year.

**Q. Are rollover contributions permitted?**

Yes, rollover contributions are permitted.

**Q. Are transfer contributions from other tax qualified plans permitted?**

Yes, transfer contributions from other appropriate tax qualified plans are permitted.

INVESTMENTS

Q. How will the Trustees invest my money?

Your account in the Plan will be invested in the Plan's General Fund. However, once you have successfully completed 5 years of vested service and are 100% vested, you may then direct the investments in your account. Refer to your Plan's enrollment material for further information.

Q. How do I share in income from the Plan's investment in my Employer Contribution Account?

If you are in the General Fund at the end of each Plan Year, the Administrator values the General Fund. Your share depends on the percentage of the Fund which was yours at the preceding valuation date.

Here's an example: Assume that at the end of the prior Plan Year, the total value of the General Fund was \$60,000.00, and that your account was \$6,000.00 at that time. This means that your account is 10% of the value of the total Fund. Now, assume that at the end of this Plan Year, the value of the General Fund is \$66,000.00. Your share is \$6,600.00 - that is, 10% of \$66,000.00. This amount is the value of your account before the employer makes a contribution for the year and before forfeitures are allocated. Adding your share of these items to the \$6,600.00 will give you the total value of your account at the end of the Plan Year.

Our example assumes that the General Fund grew in value. However, sometimes investments do not work out as well. So it is possible, in some years, that the General Fund may be worth less at the end of the year than it was at the beginning of the year. If this happens, your account will also be worth less than it was the year before.

If you self-direct your account (after being 100% vested), your earnings (losses) on any self-directed investments will be the actual earnings (losses) on these investments, as allocated to your self-directed account.

## CENTRAL PLAINS CLINIC PROFIT SHARING PLAN

## VESTING AND FORFEIUTURES

## Q. What does "Vesting" mean?

Vesting means the share of your account which is non-forfeitable. At normal retirement, death or disability, your account shall become 100 percent vested. Until then, your vesting depends on your years of service. You will be credited with a year of service for each Plan Year in which you complete 1000 hours of service.

## Q. What is the vesting schedule for Employer Contributions?

less than 1 year of service .....	0%
1 but less than 2 years of service .....	0%
2 but less than 3 years of service .....	25%
3 but less than 4 years of service .....	50%
4 but less than 5 years of service .....	75%
5 years and thereafter .....	100%

For Plan purposes, the years of service listed below will be excluded for vesting purposes:

- Years of Service after 5 or more consecutive 1-year Breaks-in-Service (which exceeds the Participant's aggregate years of service) in calculating vesting before such Break in Service where such Participant had no non-forfeitable interest in his Account at the time of separation from Service.

## Q. What happens to non-vested accounts?

The amount of your account that is not vested will be forfeited at the end of the Plan Year in which your vested benefit is paid, or, if you are not vested, as of the date you terminate employment.

Forfeitures will occur as outlined below:

1. If you have 5 or more consecutive "1 year breaks-in-service" all your years in service which may occur after these breaks-in-service will be disregarded for determining the vested portion of your pre-break account balance. Also, if you were 0% vested, your pre-break service will be disregarded in determining the vested share of your post-break account.

2. If you have a 5 or more consecutive "1 year breaks-in-service" and return to employment and work 1,000 hours in a Plan Year, then all your years of service which occurred before your breaks-in-service will count in determining the vested share of your new account if you were partially or fully vested before your breaks-in-service.

3. If you have less than 5 consecutive "1 year breaks-in-service" then both your pre-break and post-break service will count in determining the vested share of your total account. Thus, no permanent forfeiture of your non-vested account occurs unless you have 5 consecutive "1 year breaks-in-service".

**Q. What is a "One Year Break In Service"?**

A Plan Year in which you do not work more than 500 hours. This may occur in the year you terminate employment or in the following year.

**Q. How does the Profit Sharing Plan treat forfeitures?**

Forfeitures of non-vested accounts from this Plan shall be allocated among the remaining participants.

**BENEFITS AND PAYMENTS**

-----

**Q. When is the "Normal Retirement Date"?**

The normal retirement date is 65. You will be 100% vested in all accounts at normal retirement.

**Q. When do my benefit payments begin?**

You will be eligible to receive your normal retirement benefits on the exact date you actually attain your Normal Retirement Date.

**Q. When am I eligible for early retirement benefits?**

There is no early retirement under this Plan.

## CENTRAL PLAINS CLINIC PROFIT SHARING PLAN

Q. If my employment is terminated before I retire, when will I receive my benefits?

You will receive your benefits as soon as practicable following the end of the Plan Year in which your employment was terminated.

Q. When are death benefits paid?

Death benefits are payable to your chosen beneficiary as soon as administratively feasible. Death benefits consist of your account balance, as well as your proceeds from life insurance policies on your life, if the Plan provides such coverage.

Q. When are disability benefits paid?

Disability benefits are paid in the same manner as any vested benefits resulting from death.

Q. What options do I have for receiving benefits?

- Your entire account may be paid to you in a single lump sum.
- Your account may be paid over a period of time in a series of equal monthly, quarterly, semi-annual or annual installments for specified number of years not to exceed your life expectancy.

Q. Must I present a claim for benefits?

As part of his duties, the Plan Administrator will consider the payment of benefits to any apparently eligible participant or beneficiary. However, you, as a participant, or your beneficiary (in the event of your death), may make a written application to the Plan Administrator, requesting that your eligibility (or the beneficiary's eligibility) to receive benefits be formally considered. The Plan Administrator will review the situation. If your claim, or that of your beneficiary is denied, the reasons for the denial will be given to you or your beneficiary in writing. You or your beneficiary will then have 60 days from the date of notice of denial of your claim to appeal the decision in writing to the Plan Administrator. You or your beneficiary will then be given an opportunity for a full and fair review by the Plan Administrator.

Q. Are Plan loans permitted to participants?

Yes, you shall be permitted to make Plan loans.

can borrow up to 50% of your vested balance but it cannot exceed \$000.

All loans are subject to the following requirements:

- (1) all loans must be made on a uniform and non-discriminatory basis;
- (2) all loans must be adequately secured with an appropriate collateral;
- (3) all loans must have a reasonable rate of interest;
- (4) all loans must have a definite repayment schedule over a reasonable period of time not to exceed the earlier of five years or your Normal Retirement Date;
- (5) all loans must have spousal consent if you use your vested interest in the Plan as collateral for the loan.

If your Plan loan is not repaid in a reasonable amount of time, the loan amount will be treated as a distribution of money from the Plan and will become taxable income to you.

You can request a copy of the "Participant Plan Loan Program" from the Plan Administrator. This will provide you with detailed explanations of the requirements.

Q. Can I make a withdrawal in case of financial hardship?

Yes, you can make a hardship withdrawal in the event of financial emergencies.

The Plan Administrator shall permit you to withdraw any portion of your vested account balance.

Hardship withdrawals are subject to spousal consent.

Q. May I withdraw funds from my account while working?

Yes, a distribution shall be permitted if you are 100% vested and have attained age 59-1/2.

Q. Are my benefits covered by government insurance?

No, the government does not insure Profit Sharing Plans.

## CENT PLAINS CLINIC PROFIT SHARING PLAN

ROLLOVERS, DIRECT TRANSFERS AND WITHHOLDING

For distributions made beginning 1993, new rules give special tax treatment to distributions from your Plan which are eligible for "rollover" to another qualified plan. However, such "rollover distributions" are subject to a mandatory 20% federal withholding tax whether or not you choose to make the "rollover".

The 20% amount withheld from your distribution is reported by your employer to the Internal Revenue Service, as part of your total withholding tax. Only the amount actually "rolled over" to the other qualified plan, within 60 days of receipt, continues to be tax deferred.

However, the 20% withholding tax from your distribution does not apply if you direct the trustee of the Plan to make a "direct transfer" or "trustee to trustee" transfer of your distribution to your account in another qualified plan, on a form provided by your Plan Administrator.

Your individual retirement account (IRA) will be considered a qualified plan for purposes of the above rules. However, if you are considering to make a transfer from your IRA to another qualified plan, you should ensure that the terms of the Plan permit it to accept rollovers or transfers from another qualified plan.

PLAN'S TOP HEAVY RULES

**Q. When is the Plan considered "top heavy"?**

A retirement plan is considered a "top heavy plan" when it primarily benefits certain owners and officers of your Employer. If these owners and officers, referred to as "key employees", receive more than 60% of the contribution or benefit allocations, then the plan is a "top heavy plan".

The Administrator determines, on an annual basis, whether your Plan is a "top heavy plan".

ALL PLAINS CLINIC PROFIT SHARING PLAN

Q. What are the Plan's "top heavy" rules?

If your Plan becomes top heavy in any Plan Year, then the non-key employees become eligible for certain "top heavy minimum benefits" and other special rules apply, including:

A. Your employer may be required to make to your account a contribution of up to 3% of your compensation.

B. If you are a participant in multiple plans, you may not be eligible for minimum benefits under more than one plan.

For "top heavy" years, your benefits will vest according to the normal vesting schedule indicated on page 6 which meets top heavy requirements.

RIGHTS OF PARTICIPANTS

Q. What are my rights as a Plan participant?

Participants and beneficiaries in this Plan are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ('ERISA). ERISA provides that all Plan participants be entitled to:

A. Examine, without charge, at the Plan Administrator's office and at other locations such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the Plan with the U.S. Department of Labor, such as annual reports and Plan descriptions.

B. Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies.

C. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant a copy of the Summary Annual Report.

D. Obtain, once a year, a statement of the total Plan benefits accrued—the non-forfeitable (vested) Plan benefits, if any, on the earliest date on which benefit will become non-forfeitable (vested). The Plan may require a written request for this statement, but it must provide the statement free of charge.

In addition to creating rights for the Plan participants, Title I of ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called the "Fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit by exercising your right under ERISA.

If your claim for a Plan benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan reviewed and reconsider your claim.

Under Title I of ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a State or Federal court. If it should happen that Plan Fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees.

If you have any questions about this Plan, you should contact the Plan Administrator. If you have any questions about this statement of your rights under ERISA, you should contact the Plan Administrator or the nearest Area Office of the U.S. Labor Management Service Administration, Department of Labor.

**Q. What is a Domestic Relations Order?**

In general, your entire account balance in the Plan (even your vested balance), may not be alienated. This means your account balance may not be sold, given away, used as collateral on a loan, or otherwise transferred, and your creditors may not in any way interfere with your account.

The "qualified domestic relations order" is, however, an exception to this general rule. A "qualified domestic relations order" is an order issued by a court that distributes a portion of your balance in the Plan to your spouse, child, or other dependent. The Administrator of your Plan is required by law to honor a "qualified domestic relations order", and if the Administrator receives such an order and determines it to be valid, all or a portion of your benefits may be used to satisfy the order.

**AMENDMENTS AND TERMINATION OF THE PLAN**

-----

Although your Employer has the right to amend your Plan at any time, amendments to the Plan may NOT under any circumstances:

- A. Authorize or allow any Plan assets to be used for any purpose other than the sole benefit of Plan participants or their beneficiaries.
- B. Reduce your account balance (including non-vested assets).

Your employer also has the right to terminate the Plan at any time. However, upon termination, your entire account balance, including non-vested assets, will become 100% vested.

**IDENTIFYING DATA**

-----

Under this section, the names and addresses of certain individuals who have various responsibilities with respect to this Plan are shown. Also, certain identification information with respect to the Plan itself is set out in case that information would be useful to you.

~~CENTRAL~~ PLAINS CLINIC PROFIT SHARING PLAN

EMPLOYER

CENTRAL PLAINS CLINIC, LTD.  
1100 EAST 21ST STREET  
SIOUX FALLS, SD 57105

IDENTIFICATION NUMBER

The Employer's Identification Number is 46-0316498. The Plan Number is 001.

PLAN ADMINISTRATOR

-----  
Same as Employer

DESIGNATED AGENT FOR LEGAL PROCESS

-----  
The Plan Administrator

In addition, service of legal process may be made upon any Plan Trustee, whose name is listed under this heading.

TRUSTEE:

CENTRAL PLAINS CLINIC, LTD.